

AGREEMENT BETWEEN
THE CITY OF CAMBRIDGE, MASSACHUSETTS

AND

[CHARITABLE GROUP]

THIS AGREEMENT entered into as of the 10th day of April, 2002 by and between [CHARITABLE GROUP], and the City of Cambridge, a municipal corporation in the Commonwealth of Massachusetts (hereinafter called the "City").

WITNESSETH THAT:

WHEREAS, the City wishes to carry out a Recycling Participation Pilot Project, which aims to increase participation in the curbside recycling program among residents in the Eastern third of the City by offering them the opportunity to support [CHARITABLE GROUP] by recycling. Grant money generated by recycling over a six month period will be returned to SUMMERBRIDGE by the City's Department of Public Works (hereinafter called the "DPW") in the form of cash grants to be used for transportation costs for a summer service learning project; and

WHEREAS, the City acting through its DPW invited charitable organizations to partner with the city; and

WHEREAS, [CHARITABLE GROUP] was awarded a grant, the total amount of which depends on the amount recycled over a six-month period by households contacted by SUMMERBRIDGE volunteers; and

WHEREAS, [CHARITABLE GROUP] has agreed to use said grant money for said purposes agreed upon with the DPW; and

WHEREAS, the City has appropriated \$400.00, the maximum amount payable under this contract.

NOW THEREFORE the parties do mutually agree as follows:

A. SCOPE OF ACTIVITIES:

[CHARITABLE GROUP] agrees to provide the following services.

1. Door to door outreach: DPW will provide [CHARITABLE GROUP] with a list of 50 non-recycling households to be contacted in person. Volunteers for [CHARITABLE GROUP] will make three attempts to contact each of the 50 non-recycling households in a door-to-door outreach effort and ask them to make a commitment to recycle.

[CHARITABLE GROUP] is considered to have completed the door to door outreach after speaking with all 50 households or after three attempts to contact each of the 50 households, whichever comes first.

One of the three outreach attempts must occur on a weekday evening between 4pm-8:30pm and one of the three outreach attempts must occur on a Saturday between 11pm- 6pm.

2. Phone Outreach: DPW will provide [CHARITABLE GROUP] with a list of 50 non-recycling households to be contacted by phone. Volunteers for [CHARITABLE GROUP] will make three attempts to contact each of the 50 non-recycling households in a phone outreach effort and ask them to make a commitment to recycle.

[CHARITABLE GROUP] is considered to have completed the phone outreach after speaking with all 50 households or after three attempts to contact each of the 50 households, whichever comes first.

One of the three outreach attempts must occur on a weekday evening between 4pm-8:30pm and one of the three outreach attempts must occur on a Saturday between 11pm- 6pm.

3. Volunteer Training: All volunteers for [CHARITABLE GROUP] are required to receive a brief training from City staff or an appointed representative, prior to conducting any outreach.
4. Adult Supervision of Volunteers: If volunteers for [CHARITABLE GROUP] are under the age of 18, a representative for [CHARITABLE GROUP] will be present while outreach is conducted to supervise volunteers and ensure proper conduct.
5. Volunteer Coordinator: [CHARITABLE GROUP] has identified a staff person or adult volunteer who will serve as the volunteer coordinator and liaison to the DPW.

B. TIME OF PERFORMANCE:

Said activities of [CHARITABLE GROUP] are to commence in May 2002 and shall be taken in such sequence as to assure their expeditious completion, but in no event shall that date extend beyond June 30, 2002.

C. COMPENSATION AND METHOD OF PAYMENT:

The City agrees to pay [CHARITABLE GROUP] a base payment of \$200 following successful completion of the activities described in Section A. In addition, [CHARITABLE GROUP] will receive a contingency payment of \$12.50 for every ton recycled by households contacted by [CHARITABLE GROUP] volunteers in the 6 month period following outreach. The contingency payment shall not exceed \$200.

D. CHANGES

Either party may from time to time request changes in the scope of services of [CHARITABLE GROUP] to be performed hereunder. Such changes, except as specified in section E, which shall be mutually agreed upon between the City, and SUMMERBRIDGE, shall be incorporated in written amendments to this contract. No changes, however, shall be binding unless and until approved by the parties.

E. TERMINATION OF CONTRACT:

1. The City may, by written notice to [CHARITABLE GROUP], terminate this contract in whole or in part at any time, either for the City's convenience or because of the failure of [CHARITABLE GROUP] to fulfill its contract obligations. Upon receipt of such notice, [CHARITABLE GROUP] shall immediately discontinue all activities affected (unless the notice directs otherwise).

2. [CHARITABLE GROUP] may, by written notice to the City, terminate this contract. At least 7 days notice must be provided to the City before [CHARITABLE GROUP]'s obligations cease.

F. APPLICABLE LAWS, REGULATIONS, AND PROCEDURES:

[CHARITABLE GROUP] shall provide the services required hereunder in accordance with the terms of this Agreement and other applicable laws and regulations, and all instructions now or hereafter provided in writing by the City.

IN WITNESS WHEREOF the parties hereto have hereunder set their hands as of the first date above written.

APPROVED AS TO LEGAL FORM:

APPROVED FOR THE CITY:

Russell B. Higley
City Solicitor

Robert W. Healy
City Manager

APPROVED FOR THE DPW:

APPROVED FOR [CHARITABLE GROUP]:

Lisa Peterson
Commissioner
Department of Public Works

Director
Tax Exempt #